



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

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Fifth District

November 17, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF A DONATION AGREEMENT WITH THE LARRY KING
CARDIAC FOUNDATION (First District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign an Agreement, substantially similar to Exhibit I, with the Larry King Cardiac Foundation to accept cardiac care devices for indigent cardiac care patients at LAC+USC Healthcare Network, valued at approximately \$750,000 each year, for approximately 100 patients each year of the Agreement, effective December 1, 2005 through November 30, 2008.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving the recommended action, the Board is allowing the Department of Health Services (DHS or Department) to participate in a partnership project with the Larry King Cardiac Foundation (Foundation) to provide cardiac care devices for indigent patients in need of cardiac specialty services or suffering from severe, acute or chronic cardiac distress.

FISCAL IMPACT/FINANCING:

In Fiscal Year (FY) 2004-05, LAC+USC Medical Center (LAC+USC) performed 451 cardiac surgeries with total cardiac medical device costs of approximately \$1.3 million. This Agreement

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will provide cardiac care devices valued at approximately \$750,000 each year to approximately 100 patients each year of the Agreement, over the three-year period. LAC+USC will continue to provide the physician and hospital services associated with cardiac procedures.

With the Agreement, LAC+USC may realize a potential cost savings of up to \$2.25 million over the three-year Agreement period, contingent upon Foundation patient eligibility requirements. Funding for LAC+USC's operations, including cardiac care, is included in the FY 2005-06 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Foundation was established in 1988 to provide funding for treatment to individuals who, due to limited means or inadequate insurance, might otherwise be unable to receive the treatment and care they needed.

The Foundation works in conjunction with various hospitals referred to as the Larry King Cardiac Network (Foundation Network). The hospitals in partnership with the Foundation ensure that patients with limited means receive proper medical attention. Certain medical devices are funded through the Agreement to Foundation eligible patients.

Foundation eligible patients must meet the following minimum criteria: a) patient must be a U.S. citizen or have a legal right to be in the U.S.; b) patient must not have financial resources to pay for the procedures; c) patient must not have been convicted of any felony; and d) patient must sign Foundation media and privacy waiver forms. County's only obligation is to submit forms completed by patients to obtain approval of eligibility from the Foundation. County will not be responsible for verifying or ensuring patient eligibility. County will continue to provide cardiac treatment and devices to County responsible indigent patients who are not eligible under Foundation criteria.

LAC+USC will cooperate in public relations campaigns with the Foundation to increase visibility of the Foundation's donation to LAC+USC and raise funds for the cardiology needs of LAC+USC patients. County intends on working with Community Outreach for Prevention and Education (COPE) to assist with these campaigns and fundraising.

COPE is a non-profit healthcare organization founded in 1995 and is currently the lead agency for the Camino de Salud partnership Agreement with LAC+USC Healthcare Network and Health Research Association, approved by the Board on June 21, 2005. COPE is committed to improving health care access for indigent patients in both primary care and specialty services.

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CONTRACT PROCESS:

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action will assist LAC+USC in providing life-saving medical devices to indigent patients receiving cardiac care services at LAC+USC.

When approved, this Department requires four signed copies of the Board action.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Thomas L. Garthwaite", written over a horizontal line.

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Attachments (2)

Larry King BL.wpd

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

The Department of Health Services will participate in a partnership project with the Larry King Cardiac Foundation to provide cardiac care devices for indigent patients in need of cardiac specialty services or suffering from severe, acute or chronic cardiac distress.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

The Larry King Cardiac Foundation
15720 Crabbs Branch Way
Rockville, MD 20855

3. TERM OF AGREEMENT:

Effective December 1, 2005 through November 30, 2008.

4. FINANCIAL INFORMATION:

In Fiscal Year 2004-05, LAC+USC Medical Center (LAC+USC) performed 451 cardiac surgeries with total cardiac medical device costs of \$1.3 million. This Agreement will provide up to \$750,000 each year in cardiac medical devices to approximately 100 patients each year of the Agreement. LAC+USC will continue to provide the physician and hospital services associated with cardiac procedures.

With the Agreement, LAC+USC may realize a potential cost savings of up to \$2.25 million over the three-year Agreement period, contingent upon Foundation patient eligibility requirements. Funding for LAC+USC's operations, including cardiac care, is included in the Fiscal Year 2005-06 Final Budget and will be requested in future fiscal years.

5. GEOGRAPHIC AREA TO BE SERVED:

LAC+USC Healthcare Network catchment area.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Pete Delgado, Chief Executive Officer, LAC+USC Healthcare Network

7. APPROVALS:

LAC+USC Healthcare Network: Pete Delgado, CEO

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (as to form): Elizabeth J. Friedman, Senior Deputy

EXHIBIT I

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

Agreement No. H-_____

The Larry King Cardiac Foundation

CARDIAC DEVICES DONATION AGREEMENT

The Larry King Cardiac Foundation (hereinafter "Foundation" and/or "Contractor") agrees to enter into the following Agreement with County of Los Angeles on behalf of LAC+USC Healthcare Network (hereinafter "LAC+USC") in accordance with terms below.

1. PROJECT TITLE: LAC+USC Healthcare Network and Larry King Cardiac Foundation Gift Project.

2. PROJECT DESCRIPTION: The mission of the Larry King Cardiac Foundation is to provide funding for life-saving cardiac procedures for individuals who, due to limited means and inadequate insurance might otherwise be unable to receive life-saving treatment. The Foundation provides LAC+USC an opportunity to identify indigent patients for life-saving cardiac device donations such as cypher stents and Medtronic implantable pacemakers, implantable cardioverter defibrillators and heart valves. LAC+USC provides treatment without charge to patients eligible under Foundation guidelines. This donation of up to 100 devices per year with an estimated value of approximately \$750,000 per year, contingent upon patient eligibility, represents significant assistance to LAC+USC in the provision of cardiac care to County patients.

As part of this Agreement, LAC+USC will become part of the "Larry King Cardiac Network" (hereinafter "Network") and, to the extent appropriate, will cooperate in public relations campaigns to increase visibility of, and support for, this partnership.

3. TYPE OF DONATION: Cardiac medical devices for Foundation-eligible patients at LAC+USC.

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4. AMOUNT OF DONATION: Foundation to provide up to 100 devices per year with values varying from \$3,000 per device to \$25,000 per device with a total value of all devices of approximately \$750,000 per year, over a three year period.

5. PURPOSE OF THE DONATION: The Foundation provides indigent cardiac patients with life-saving cardiac devices such as cipher stents and Medtronic implantable pacemakers, implantable cardioverter defibrillators and heart valves.

6. TERM OF AGREEMENT: December 1, 2005 through November 30, 2008. This Agreement may be canceled or terminated at any time by either party, with or without cause, in whole or in part, when such action is deemed by County or the Foundation to be in its best interest, upon the giving of at least thirty (30) calendar days advance written notice to the other.

7. FOUNDATION REQUIREMENTS FOR DONATIONS TO ELIGIBLE PATIENTS: Donations are contingent upon eligibility of indigent patients, according to the following Foundation guidelines.

A. Patient Financial Requirements:

- (1) Patient must have no health insurance (public or private); and
- (2) Patient must have no ability to pay the full cost of services.

Foundation will use current policies (Attachment B) at LAC+USC to determine the indigency status of patients. Updated policies will be provided to the Foundation.

B. Patient Eligibility, Disclosure and Release Requirements

(Attachment A):

- (1) Patient accepts terms of and acknowledges same by signing Patient Affidavit Form;
 - a. Patient must assert he/she is a legal resident of the United States or has a legal right to be in the United States.
 - b. Patient must assert he/she does not have private insurance or any other form of third-party reimbursement or the financial resources to pay for the treatment.

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c. Patient must assert he/she has not been convicted of any felony.

(2) Patient accepts terms of and acknowledges same by signing Foundation's Health Insurance Portability and Accountability Act (HIPAA) Disclosure; and

(3) Patient accepts terms of and acknowledges same by signing Foundation's Patient Release & Consent form.

C. LAC+USC Requirements: The hospital must have no ability to receive or recover reimbursement for the treatment of the Foundation eligible patient, including Federal or State medical assistance programs.

8. PATIENT SELECTION AND APPROVAL: In addition to patient eligibility requirements identified in Paragraph 7 above, "FOUNDATION REQUIREMENTS FOR DONATIONS TO ELIGIBLE PATIENTS", Foundation eligible patients receiving, or scheduled to receive, LAC+USC cardiac treatment must be selected by LAC+USC and approved by the Foundation for donated cardiac devices prior to the provision of Foundation donated cardiac devices. Once approved, the patient will not be asked for reimbursement in relation to the approved surgery.

The signature of the eligible patient shall be obtained on 1) the Patient Affidavit Form, 2) the HIPAA Disclosure, and 3) the Patient Release & Consent Form (all Attachment A) prior to surgery for which a cardiac device has been donated by Foundation.

9. APPROVAL PROCESS: LAC+USC will identify patients potentially eligible for Foundation donated devices based on patient declarations on Foundation required forms (Attachment A).

Via facsimile, LAC+USC will submit forms (Attachment A) completed by patients to obtain approval of eligibility from the Foundation, but LAC+USC will not be responsible for verifying or ensuring patient eligibility. Once a patient is deemed eligible by the Foundation, it will confirm in writing to LAC+USC that the

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eligible patient may receive the Foundation donated cardiac device required for treatment.

10. FOUNDATION DONATED CARDIAC DEVICES: LAC+USC will share information with the Foundation regarding the types and quantities of cardiac devices generally required for cardiac surgery. The Foundation will secure up to 100 cardiac devices per year as specified and as needed by LAC+USC for cardiac surgeries from medical supply companies including but not limited to: 1) cypher stents and Medtronic Implantable Pacemakers, 2) implantable cardioverter defibrillators, and 3) heart valves. The Foundation will share information on the secured devices directly with LAC+USC to ensure cardiac devices are appropriate for eligible patient use. LAC+USC will receive the Foundation donated cardiac devices directly from the manufacturer and/or supplier.

LAC+USC will make the final decision on the use of a specific cardiac device for a Foundation eligible patient. If a donated cardiac device is deemed not acceptable for patient use at the time of surgery/treatment, LAC+USC will select an alternative. If the alternative required in surgery/treatment is not available through the Foundation, then neither the patient nor LAC+USC will be bound by any Foundation requirements regarding patient eligibility.

After surgery for a Foundation eligible patient is completed, the Foundation will not be responsible for any follow-up care costs associated with the continued care or needs of the patient that may be required.

11. PARTNERSHIP EFFORTS: In exchange for the cardiac devices donations, LAC+USC will give all appropriate credit to the Foundation for assisting in saving the lives of patients benefiting from the donations. In addition, LAC+USC will work with a non-profit health organization called Community Outreach for Prevention and Education ("COPE") and the Foundation to cooperate in publicizing the Foundation's donations to LAC+USC and fundraising efforts for the cardiology needs of LAC+USC patients.

Foundation agrees that all fundraisers, public events, materials, public announcements, literature, audiovisuals, and printed materials utilized in association

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with this Agreement shall be subject to the prior review and written approval from the Director of the Department of Health Services (DHS), or his/her authorized designee (hereinafter "Director") prior to their implementation, publication, printing, and duplication. In addition, all materials issued by the Foundation referencing this Agreement, such as newsletters, shall be reviewed and approved annually by Director.

12. FOUNDATION'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, Foundation ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

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1.2 “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.3 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to

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identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information.
Business Associate:

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(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate

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becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1 (800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 525
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for

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inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health

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Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

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5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

13. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Foundation hereby agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Foundation, on Foundation's behalf, or on the behalf of any Foundation subcontractors-which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the Courts of the State of California located in Los Angeles County, California.

14. ALTERATION OF TERMS: No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

15. INDEMNIFICATION: Foundation shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Foundation's acts and/or omissions arising from and/or relating to this Agreement.

16. GENERAL INSURANCE REQUIREMENTS:

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

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- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach.

Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

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(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors of required insurance coverage. County retains the right to obtain copies of evidence of subcontractors insurance coverage at any time.

17. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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General Aggregate:	\$2 Million
Products/Completed Operations	
Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Workers' Compensation and Employers' Liability: Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

C. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

18. RIGHTS OF DATA: County has the right to duplicate and disclose in whole or in part, in any manner, for any purpose whatsoever, and to authorize others to do so, writings, drawings, pictorial reproductions, or other graphical representations, and works of a similar nature produced by Foundation as a result of the activities supported by this Agreement. Foundation retains the right to use, duplicate and disclose in whole or in part, in any manner, for any purpose whatsoever, all writings, drawings, pictorial reproductions, or other graphical representations, and works of a similar nature produced by Foundation as a result of the activities supported by this Agreement subject to Paragraph 11, PARTNERSHIP EFFORTS.

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

19. TRADE SECRETS: Recognizing that County has no way to safeguard trade secrets or proprietary information, Foundation shall and does keep and bear County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information.

20. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies available in law or equity.

21. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

22. TERMINATION FOR IMPROPER CONSIDERATIONS: County may, by written notice to Foundation, immediately terminate Foundation's right to proceed under this Agreement if it is found that considerations, in any form, were offered or given by Foundation, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement.

23. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

A. Notices to County shall be addressed as follows:

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

(1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

(2) LAC+USC Medical Center
1200 North State Street
Los Angeles, California 90033
Attn: David Runke, Chief Financial Officer

B. Notices to Foundation shall be addressed as follows:

Address: _____

Attention: _____

Phone Number: _____

FAX Number: _____

If during the term of this Agreement, the corporate or other legal status of Foundation changes, or the name of Foundation changes, then Foundation shall notify County's DHS, Contracts and Grants Division, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

Director of Health Services, and Foundation has caused this Agreement to be
subscribed in its behalf by its duly authorized officer, the day, month, and year first
above written.

**LARRY KING CARDIAC
FOUNDATION (Donator)**

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

**LAC+USC HEALTHCARE
NETWORK (Donatee)**

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

APPROVED AS TO FORM BY
THE OFFICE OF THE COUNTY
COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts & Grants Division

C:SKD:CA:LKCF